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SUBJECT: MACEDONIA-U.S. MOU ON ASSISTANCE CEMENTS GOM COMMITMENT

Sensitive but unclassified - please protect accordingly.

¶1. (U) On September 15, Ambassador Reeker and Deputy Prime Minister for Euro-integration Vasko Naumovski signed a groundbreaking bilateral Memorandum of Understanding "Concerning Training and Related Assistance." The MOU ensures proper selection of Government of Macedonia employees who will receive USG-funded training, and stipulates that they will remain in positions that utilize the training for a reasonable period (full text in para. 5). USAID Mission had the lead, on behalf of all U.S. Agencies at post, to draft and negotiate the terms and conditions of the agreement.

¶2. (U) In recent months Prime Minister Gruevski has shown increased commitment to be informed on the full range of U.S. assistance programs. Gruevski and the Ambassador have led two meetings with the entire cabinet on U.S. assistance (Jan 22 and May 29), and at both meetings Gruevski instructed certain ministers on the spot to correct problems we have encountered with certain GoM agencies in implementing our programs or obtaining ministerial buy-in. Ambassador Reeker raised this MOU idea at the May 29 meeting, and Gruevski promptly agreed to it in principle.

¶3. (SBU) To our knowledge, this is the first time the U.S. has enacted a comprehensive bilateral arrangement to address the problem of USG-funded training or other investment going to waste due to dismissals or transfers that have occurred frequently here. This has not only been due to a change of government, which brings on waves of hiring and firing under the patronage system, but even when the same party is in power. In some cases, it appeared that jealousy of senior officials or even ministers at certain employees having received U.S. training (especially if it involved foreign travel) played a role. In recent years, this problem has adversely affected GOM employees trained as organized crime prosecutors, police and border security, military personnel, judges, teachers and other civil servants. This MOU affects GOM participants from Department of Justice, Department of Defense, Public Affairs as well as all USAID programs.

¶4. (U) In our public outreach, Embassy emphasized that the MOU is another manifestation of the USG's continuing commitment to implement the Declaration of Strategic Partnership and Cooperation signed in Washington last year. The Sept. 15 signing received wide media coverage which highlighted how this agreement would improve the civil service in Macedonia.

¶5. (U) Full text of MOU follows:

MEMORANDUM OF UNDERSTANDING

Between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE GOVERNMENT OF THE REPUBLIC OF MACEDONIA

Concerning Training and Related Assistance

1. Purpose

The Government of the United States of America (USG) and the Government of the Republic of Macedonia (GOM), collectively "the Participants", wish to cooperate in a mutual effort to build the capacity and improve the performance of various Ministries, departments, and offices of the GOM. The USG wishes to furnish and the GOM wishes to receive in-kind assistance for this purpose. Accordingly, the Participants hereby set forth their understandings with respect to their activities in support of this purpose.

2. Background

Since 1993 the USG has provided nearly \$1 billion in military, economic, security and development assistance to the Republic of Macedonia. A significant and critical portion of this assistance has been and continues to be furnished through training and training-related programs for the GOM. Experience demonstrates that such assistance is most effective when the participating USG and GOM representatives clearly set forth their expectations and understandings about these programs and closely coordinate with one another before, during and after implementation of the training activities. This MOU is intended to ensure that such communication and coordination take place across the range of training assistance provided by several USG departments and agencies to various parts of the GOM and to enhance the longer term impact and sustainability of such assistance for the continuing benefit of the GOM in its effort for public administration reform.

3. Roles and Undertakings of the Participants

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3.1. General

The USG, through its various departments and agencies and their implementing partners, intends to continue to furnish to the GOM in-kind assistance in the form of training programs ("USG-supported training"), including activities such as courses of study, degree programs, workshops, seminars, mentoring, internships and study tours, as well as related equipment and other commodities. The GOM, acting through its various Ministries and their departments and offices, intends to participate in and facilitate the implementation of the USG-supported training and to make effective use of this assistance, as described more specifically herein.

The Participants expect that additional MOUs, arrangements, implementation letters or other documents may be executed between agencies or departments of the USG and those of the GOM in order to set forth additional or more specific expectations and responsibilities associated with certain USG-supported training.

3.2. Needs Assessment

Once the USG has identified an area in which it intends to furnish USG-supported training to the GOM, the Participants intend to consult closely on an appropriate type of training program, as well as its timing and implementation. The GOM intends to furnish relevant information and provide the USG with broad access to staff at various levels, sufficient to allow for a thorough assessment of the capacity and needs of the governmental units and individuals that would receive the training.

The training program is intended to be in line with the GOM national strategy on training of civil servants and included in the relevant annual training programs of the ministries and other departments and offices of the GOM.

Representatives of the GOM and the USG intend by the end of November each year to hold consultations and establish priorities for the training program for the following year.

3.3. Selection of Participants

The Participants intend to consult closely in identifying and selecting suitable GOM participants for the USG-supported training. Based on the nature and purpose of the training program, the GOM intends to nominate or recommend those individuals for whom the training is most appropriate, taking account of their capabilities and their duties and responsibilities with the GOM. The Participants intend to consult on and take into account USG policies and requirements for the participation of minorities and women in USG-supported training. Upon request by the USG, the GOM intends to pre-screen possible participants for eligibility and availability for the training program and, subject to privacy laws or other legal restrictions, assist in providing information necessary for USG screening or vetting procedures.

The GOM intends to ensure that selection of participants is in line with the Law on Civil Servants, other applicable laws and regulations in the Republic of Macedonia and relevant national standards on human resources development and management.

3.4. Logistical Support

In planning the USG-supported training, the Participants intend to consult on and coordinate their specific contributions to implementation of the program. The GOM intends to use its best efforts to provide appropriate and useful logistical support, including things such as venue, interpretation, transportation, etc., for the USG-supported training. Such logistical support is ordinarily expected to be an in-kind contribution to the training program, provided at no cost to the USG.

3.5. Retention and Assignment of Training Participants

In order to ensure that the GOM receives the full benefit of USG assistance, the GOM intends to take all reasonable steps to ensure that any employee who has received USG-supported training is retained in or assigned to the position for which the employee was selected to participate in the training, or in a substantially similar position, for an appropriate period of time following the training program. The Participants intend that for training programs that are highly specialized or involve significant time and resources, the trained employee should be retained in or assigned to such position for a period of at least two years. This understanding concerning retention and assignment is not intended to restrict promotion or advancement of the employee, so long as the GOM continues to realize the full benefit of the USG-supported training.

The GOM further intends to take all reasonable steps to ensure that individuals trained as trainers, or trained with the expectation that they will share their training with others through mentoring,

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on-the-job training or other means of instruction, are assigned to positions that will allow them to carry out such training or instruction.

The Participants further understand and intend that for some training programs, the obligations and expectations concerning employee retention and assignment should be more specifically provided in documents supplementary to this MOU, as discussed in Section 3.1 above.

The GOM further intends to ensure that retention and assignment of training participants is in line with the Law on Civil Servants and other relevant laws and regulations.

3.6. Review and Evaluation

The GOM intends to facilitate, participate in, and make staff and information available for reviews and evaluations of USG-supported training. The Participants intend to share with one another, as appropriate, the results of such reviews and evaluations.

4. General Provisions

4.1. Coordination and Consultation

The Participants intend to provide each other with such information as may be needed to facilitate provision of the assistance hereunder and to monitor the effectiveness of the assistance. The Participants also intend to meet at least semi-annually to review assistance hereunder and otherwise share relevant information. The Participants intend to regularly exchange information on the participation of GOM participants in the training programs. Any issues concerning the interpretation, administration or implementation of this MOU should be resolved by consultation between the Participants.

4.2. Screening of Training Participants

In order to comply with US laws and policy, individuals proposed for participation in USG-supported training are to be screened to ensure that they have not been involved in human rights violations, terrorist activities, narcotics trafficking or certain other criminal offenses. Individuals may be excluded from participation in USG-supported training if they have been involved in such activities or if insufficient information is available to conduct such checks to the satisfaction of the USG. The GOM intends to assist in providing, consistent with applicable law, information necessary for the USG to screen potential training participants.

4.3. Effect of the MOU

This MOU does not constitute a legal obligation or binding agreement or effect an obligation of funds by the USG or the GOM, nor does it contemplate a transfer of funds from the USG to the GOM.

4.4. Third Party Instruments and the Availability of Funds

In order to provide the assistance described in this MOU, the USG may enter into such contracts and other instruments with public and private parties as the USG deems appropriate. All assistance and undertakings of the USG pursuant to this MOU are subject to the availability of funds and to further agreement between the USG and such public and private parties regarding the provision of such assistance.

4.5. Commodities and Other Property

It is anticipated that during implementation of the assistance described in this MOU custody, control and ownership of commodities and other property ("the Property"), including intellectual property, should be transferred to the GOM. The Property should be used to support the purpose for which it has been provided, both during and after the term of this MOU. The GOM is to register, record or otherwise document the Property as required under applicable law, including to record ownership in the GOM's name and should pay any applicable taxes or other charges in connection with such registration or transfer in the event exemptions are not available.

The GOM intends to establish procedures, or include the Property in procedures already established by the GOM, for the receipt, use, maintenance, protection, custody and care of the Property, including the establishment of reasonable controls to enforce such procedures.

The GOM intends to take all reasonable steps necessary to ensure that the Property is not damaged, lost, stolen or misused, and is properly maintained, available and usable for the purposes for which it was provided. The GOM intends to maintain records adequate to show receipt, location, condition, maintenance and use of the Property, provide the USG reports regarding such matters as the USG may reasonably request, and afford authorized representatives of USG or their designees the opportunity, at reasonable times, to inspect

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the Property and records relating thereto.

The Participants intend that the USG has the right to require from the GOM return of, or refund of the value of, any Property provided in connection with USG-supported training but not used in accordance with the terms of this MOU.

4.6. Publicity

The GOM intends to give appropriate publicity, in consultation and as mutually determined with the USG, to the assistance described in this MOU as programs to which USG has contributed.

4.7. Relation to Framework Bilateral Agreement

The assistance provided by the USG hereunder is part of the United States Government's program of assistance to Macedonia under the Agreement Concerning Economic, Technical and Related Assistance signed by the Government of the Republic of Macedonia and the U.S. Government on September 9, 2001, and is to be subject to the terms and conditions of that Agreement, including provisions relating to exemption from taxes and customs duties.

4.8. Amendments and Discontinuation

This MOU may be modified in writing by the Participants. Either Participant may discontinue its participation in this MOU by giving the other Participant thirty (30) days written notice.

4.9. Effective Date and Term

This MOU is intended to be effective upon signature of both Participants and is to remain in effect until September 30, 2016 or until discontinued, whichever is earlier, unless extended in writing by the Participants.

4.10. Language

This MOU is prepared in both English and Macedonian. In the event of ambiguity or conflict between the two versions, the English language version is to control.

Signed at Skopje, this 15th day of September, 2009,

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Philip T. Reeker, Ambassador

THE GOVERNMENT OF THE REPUBLIC OF MACEDONIA

Ph.D. Vasko Naumovski, Deputy Prime Minister

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